

SETTLEMENT AGREEMENT

WHEREAS, Amir Fatir ("Mr. Fatir") has filed an action in the United States District Court for the District of Delaware, captioned Fatir v. Dowty, et al, C.A. No. 95-677-GMS (the "Litigation"); and

WHEREAS, Mr. Fatir and all the remaining defendants in the litigation have come to terms to resolve this lawsuit as set forth in this Settlement Agreement. This settlement is to resolve litigation and remove conflict. None of the defendants admit any liability and absolutely deny any basis or allegation of wrongdoing.

NOW THEREFORE, the parties to this Agreement, for good and valuable consideration in the form of their mutual rights and obligations set forth herein, do hereby agree as follows:

1. Transfer of Fatir

Within 60 days after this Agreement is executed and the Litigation dismissed, defendants shall cause Mr. Fatir to be transferred to an appropriate facility of the DOC within the State of Delaware, at the expense of the DOC.

2. Mutual Releases

Mr. Fatir and defendants (and their employees, agents, attorneys and officers) do hereby release each other from any and all claims, causes of action or other liabilities (except for those provided for by this Agreement) that any of them may have against the other party.

3. Attorney Fees

No party shall make any request for payment of attorneys fees or expenses in connection with the Litigation.

4. Counsel

Each party has consulted with counsel with respect to this Agreement.

5. No Other Agreement

There are no other agreements, promises or undertakings between the parties to this Agreement except as set forth in this Agreement.

6. Choice of Law

This Agreement shall be governed by the laws of the State of Delaware, exclusive of its laws dealing with choice of law when no governing law is specified.

FOR THE PLAINTIFF:

10/18/04
Date

Amir Fatir
Amir Fatir

FOR THE DEFENDANTS:

10/22/04
Date

Marc P. Niedzielski
By: Marc P. Niedzielski, Deputy Attorney General